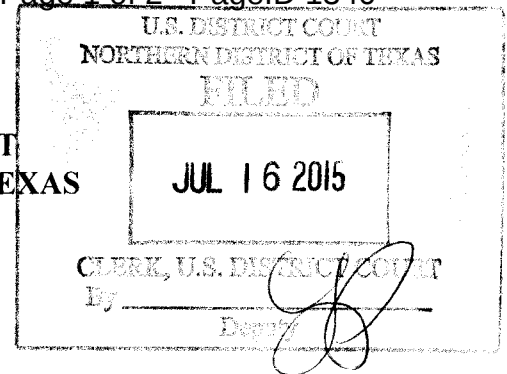


**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**



JASON NIEMAN,
Plaintiff,

v.

CITY OF DALLAS, et al.,
Defendants.

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No. 3:14-CV-3897-M (BF)

ORDER


Before the Court are (1) Plaintiff's Third Status Report to the Court Regarding Service Upon the Named Defendants in this Action, and Motion Seeking Order of Service of Summons by Way of the U.S. Marshal as to the Concrete Cowboy Defendants ("Motion Seeking Order of Service") [D.E. 21]; (2) Plaintiff's Fourth Status Report to the Court Regarding Service Upon the Named Defendants in This Action and Motion Seeking Confirmation of Service Upon Concrete Cowboy Defendants and/or Order of Service of Summons by Way of the U.S. Marshal ("Motion Seeking Confirmation of Service") [D.E. 44]; and (3) Plaintiff's Motion for Rule 4(d) Costs Against Defendants E Street (Concrete Cowboy) and Jonathan Valz [D.E. 65] ("Motion for Costs").

In the Motion Seeking Order of Service [D.E. 21], Plaintiff contends that he has been having difficulty securing a waiver from the Concrete Cowboy defendants or serving them and seeks assistance from the Court. *See* Mot. for Order [D.E. 21 at 3-6]. In the Motion Seeking Confirmation of Service, Plaintiff seeks confirmation of service upon the Concrete Cowboy defendants and in the event they have not been served, Plaintiff seeks Court assistance in serving them. *See* Mot. for Confirmation [D.E. 44 at 6]. Upon review of the docket, defendants E. Street Investments, LLC d/b/a/ the Concrete Cowboy ("Concrete Cowboy"), Jonathan Valz ("Valz"), and Rico Taylor filed their answer on March 11, 2015. *See* Answer [D.E. 78]. Therefore, Plaintiff's Motion Seeking Order

of Service [D.E. 21] and Motion Seeking Confirmation of Service [D.E. 44] are **DENIED as moot**.

In the Motion for Costs, Plaintiff seeks \$204.95 in costs he incurred to serve his lawsuit upon Concrete Cowboy and Valz. *See* Mot. for Costs [D.E. 65 at 4]. Plaintiff contends that he is entitled to his costs under Federal Rule of Civil Procedure 4(d) because Concrete Cowboy and Valz refused to waive service without good cause. *See* Pl.'s Mot. [D.E. 65 at 5]. Concrete Cowboy and Valz have not filed a response to Plaintiff's Motion for Costs and the time to do so has passed. Therefore, the Court construes the failure to respond as a lack of objections to Plaintiff's motion. Plaintiff's Motion for Costs [D.E. 65] is GRANTED. Concrete Cowboy and Valz shall pay Plaintiff's costs in the amount of \$204.95 within two weeks of the entry of this Order.

SO ORDERED, this 16 day of July, 2015.



PAUL D. STICKNEY
UNITED STATES MAGISTRATE JUDGE